

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-02-0151/0152		PAGE 1 OF 40		
2. CONTRACT NUMBER <b>SP0600-02-D-1015</b>		3. AWARD/EFFECTIVE DATE <b>See Block 32c</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-02-R-0105</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Felecia McIntosh or Sandra Shepherd</b>			b. TELEPHONE NUMBER (no collect calls) <b>Phone: (703) 767-9545</b> <b>Fax: (703) 767-8506</b>		6. SOLICITATION ISSUE DATE <b>March 07, 2002</b>  8. OFFER DUE DATE/LOCAL TIME <b>April 09, 2002 3:00 PM EDT</b> <b>Fort Belvoir, VA</b>	
9. ISSUED BY  <b>Defense Energy Support Center</b> <b>8725 John J. Kingman Road, Suite 4950</b> <b>Fort Belvoir, VA 22060-6222</b> <b>Buyer/Symbol: F. McIntosh/DESC-PEC</b> <b>Phone: (703) 767-9545</b>				CODE <b>SP0600</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A)  NAICS: 442720  SIZE STANDARD: 500		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		
13b. RATING				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO  <b>SEE SCHEDULE</b>				CODE				
16. ADMINISTERED BY <b>PAS 5G-R18A2408AP</b>  <b>SEE BLOCK 9</b>				CODE				
BIDDER CODE <b>A069</b> FACILITY CAGE CODE <b>A0884</b>  <b>ATRIPLEX S.r.l.</b> <b>VIA VITALIANO BRANCATI, 64</b> <b>00144 ROMA</b> <b>TELEPHONE NO. 00390659883276 FAX NO. 0039065010231</b>				18a. PAYMENT WILL BE MADE BY  <b>SEE CLAUSE F30.01</b>				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
						23. UNIT PRICE		
						24. AMOUNT		
		<b>The Schedule is shown on the SF1449 Continuation Sheets (Attach additional Sheets as Necessary)</b>						
25. ACCOUNTING AND APPROPRIATION DATA <b>97XXXX4930.5CFO 01 26. 1 S33150 *DESC funded \$6,144,483 \$7,452,604</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>7,579,947 (Euro)</b>				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN - 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED <b>3/22/02</b> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>SEE PAGES 2 - 11</b>				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Riccardo Piunti</i>				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) <i>Mark Q. Jones</i>				
30b. NAME AND TITLE OF SIGNER (Type or Print) <b>RICCARDO PIUNTI - CHAIRMAN</b>		30c. DATE SIGNED <b>MARCH 30, 2002</b>		31b. NAME OF CONTRACTING OFFICER (Type or Print) <b>MARK Q. JONES</b>		31c. DATE SIGNED <b>10 September 2002</b>		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
						37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY		
				42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

OSP - 1

STANDARD FORM 1449

Prescribed by GSAFAR (48 CFR) 53.212

**Atriplex s.r.l.**

Il Presidente  
**Riccardo Piunti**

1. Contractor's offer, cover letter and Offer's Submission Package dated 22 March 2002, as amended by Contractor's facsimiles, e-mail and/or letters dated 22 and 27 March, 3 (2) April, 23 May, 31 July, 8, 9 (3) and 19 August 2002 are hereby incorporated into this contract award by reference.

2. Clause Provisions:

**B1.05.100 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAR 2002)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours. If the Line Item is designated as "PORTS ACTIVE" an oral order may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as less than 3-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>3-YEAR ESTIMATED QUANTITY (LITERS)</u>
46	FUEL OIL, BURNER, FS-2 NSN: 9140-00-247-4365 ITALIAN STANDARD: NORMA UNI CT1 6579, RISCALDAMENTO GRADE GASOLIO	36,848,150

(DESC 52.207-9F55

AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
<p>-----</p> <p>DEPARTMENT OF DEFENSE</p> <p>-----</p> <p>U.S. DOD BUILDINGS, GAETA/FORMIA (PWS) IT, DOD, FOR FUELS OFFICER LAZIO REGION DELIVERY DODAAC: N62588 BILLING DODAAC : N68566 ORDERING OFFICE: COMM TEL (081) 568-5430/5439 COMM FAX: (081) 568-5317</p>			
535-46	FUEL OIL, BURNER #2 (FS2)	110,000 LT	.217470
	<p>TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 20,000 LITER TANK. EST MIN MONTH DELIVERY OF 5,332 LITERS NOTE: THIS FUEL IS DESC FUNDED</p>		
<p>*****</p>			
<p>-----</p> <p>NORTH ATLANTIC TREATY ORG.</p> <p>-----</p> <p>NATO, SATCOM F7, CIVITAVECCHIA ROMA IT, NATO, STRADA S. AGOSTINO LAZIO REGION DELIVERY FEDAAC: N64771 BILLING FEDAAC : N64771-3 ORDERING OFFICE: COMM TEL (081) 568-5430/5439 COMM FAX: (081) 568-5317</p>			
538-46	FUEL OIL, BURNER #2 (FS2)	30,000 LT	.217470
	<p>TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 15,000 LITER TANK. EST AVG MONTH DELIVERY OF 1,000 LITERS.</p>		
<p>*****</p>			
<p>NATO BORGIO PIAVE, LATINA (NCS) IT, NATO, FOR FUELS OFFICER LAZIO REGION DELIVERY FEDAAC: N64771 BILLING FEDAAC : N64771-3 ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439 (COMM FAX): (081) 568-5317</p>			
539-46	FUEL OIL, BURNER #2 (FS2)	30,000 LT	.217470
	<p>TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 15,000 LITER TANKS. EST MIN MONTH DELIV OF 1,000 LITERS</p>		

B1.05.100 (CONT'D)

AGGREGATE GROUP 3

GEOGRAPHIC REGION OF PUGLIA - LAZIO

CONTINUED

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
	----- NORTH ATLANTIC TREATY ORG. ----- NATO SITE ANZIO (ROMA) IT, NATO, MULTISERVICE ELECTRONIC WARFARE SUPPORT GROUP. LAZIO REGION DELIVERY FEDAAC: N38142 BILLING FEDAAC : N38142 ORDERING OFFICE: (COMM TEL): (081) 568-5430/543 (COMM FAX): (081) 568-5317		
541-46	FUEL OIL, BURNER #2 (FS2)	11,000 LT	.217470
	TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 5,000 LITER TANK. DELIVER TWO TIMES EACH YEAR. MIN INDIVIDUAL DELIVERY OF 2,000 LITERS.		
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	----- UNITED STATES NAVY ----- GAETA/FORMIA/LATINA/FROSINONE IT, NAVY, FOR OFF-BASE LEASED BUILDINGS-(NE) LAZIO REGION DELIVERY DODAAC: N65957 BILLING DODAAC : N65957 ORDERING OFFICE: (COMM TEL): (081) 724-4925 (COMM FAX): (081) 724-4335		
542-46	FUEL OIL, BURNER #2 (FS2)	45,000 LT	.217470
	TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE HOSES (AS REQUESTED BY ORDERING OFFICER) INTO 11 TANKS RANGING IN SIZE FROM 600 TO 2000 LITERS TANK CAPACITY. NOTE: DELIVERIES OF ABOUT 500 LITERS ARE OFTEN REQUIRED. DELIVERY TO BE MADE TWO (2) TIMES EACH MONTH DURING FALL/WINTER SEASON (SEP. THRU MAR.) ON PHONE ORDER/REQUEST. DRIVER MUST REPORT TO ORDERING OFFICE FOR ESCORT TO VARIOUS OFF-BASE DELIVERY SITES.		

B1.05.100 (CONT'D)

**AGGREGATE GROUP 4**

**GEOGRAPHIC REGION OF CAMPANIA**

ITEM NUMBER	3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
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-----  
UNITED STATES NAVY  
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AGNANO, NAPLES, U.S. NAVAL HOSPITAL (PWS)  
IT, NAVY  
CAMPANIA REGION  
DELIVERY DODAAC: N62588  
BILLING DODAAC : N68566  
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439  
(COMM FAX): (081) 568-5317

555-46	FUEL OIL, BURNER #2 (FS2)	200,000 LT	.200490
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TANK TRUCK (TT), W/PUMP AND METER  
INTO 2 (TWO) 20,000 LITER TANKS.  
EST MIN MONTH DELIVERY OF 37,855 LITERS  
NOTE: THIS FUEL IS DESC FUNDED.

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DEPARTMENT OF DEFENSE  
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PORT OF NAPLES, DOD BLDG 161 (PWS)  
IT, DOD  
CAMPANIA REGION  
DELIVERY DODAAC: N62588  
BILLING DODAAC : N68566  
ORDERING OFFICE: (COMM TEL): (081) 568-5430/5439  
(COMM FAX): (081) 568-5317

557-46	FUEL OIL, BURNER #2 (FS2)	50,000 LT	.200490
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TANK TRUCK (TT), W/PUMP AND METER  
INTO 1 (ONE) 3,000 LITER TANK.  
EST MIN MONTH DELIVERY OF 2,000 LITERS.  
NOTE: THIS FUEL IS DESC FUNDED.

B1.05.100 (CONT'D)

**AGGREGATE GROUP 4**

**GEOGRAPHIC REGION OF CAMPANIA**

**CONTINUED**

ITEM NUMBER	3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
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-----  
DEPARTMENT OF DEFENSE  
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NAPLES, VARIOUS U.S.DOD LEASED BLDGS (PWS)

IT, DOD

CAMPANIA REGION

DELIVERY DODAAC: N62588

BILLING DODAAC : N68566

ORDERING OFFICE: (COMM TEL): (081) 568-5430/543

(COMM FAX): (081) 568-5317

558-46	FUEL OIL, BURNER #2 (FS2)	4,500,000 LT	.200490
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TANK TRUCK (TT), W/PUMP AND METER

INTO 32 TANKS RANGING IN SIZE FROM 3,000 TO 20,000 LITERS.

EST AVG MONTH DELIVERY OF 238,000 LITERS.

TANK LOCATIONS:

**LOCATION**

**ON/OFF BASE**

1) CAPO 13-17, BLDG. 472	CAPO-ON BASE
2) CAPO 16, BLDG. 405	CAPO-ON BASE
3) CAPO 8, BLDG. 408	CAPO-ON BASE
4) CAPO 442, BLDG. 442	CAPO-ON BASE
5) CAPO 443, BLDG. 443	CAPO-ON BASE
6) EDILIZIA II, BLDG. 57	AGNANO-ON BASE
7) DI PACE, BLDG. 50	AGNANO-ON BASE
8) NEW CHAPEL, BLDG. 55	AGNANO-ON BASE
9) PELLI, BLDG. 31	AGNANO-ON BASE
10) COMM/STORE, BLDG.13	AGNANO-ON BASE
11) EX SUPPLY, BLDG. 62	AGNANO-ON BASE
12) POST OFFICE, BLDG. 2	AGNANO-ON BASE
13) COUNTRY STORE, BLDG.22	AGNANO-ON BASE
14) PUBLIC WORKS, BLDG. 15	AGNANO-ON BASE
15) CAPO P113, BLDG. 401	CAPO-ON BASE
16) CAPO BOIL 5, BLDG. 406	CAPO-ON BASE
17) CAPO 10-11, BLDG. 448	CAPO-ON BASE
18) CAPO 18-19, BLDG. 444	CAPO-ON BASE
19) INCINERATOR, BLDG. 12	AGNANO-ON BASE
20) MWR, BLDG. 437	CAPO-ON BASE
21) CAPO 447, BLDG. 447	CAPO ON-BASE
22) CAPO 453, BLDG. 453	CAPO ON-BASE
23) GAETA SCHOOL, BLDG. 718	OUT BASE
24) C41, BLDG. 440	CAPO ON-BASE

NOTE: THIS FUEL IS DESC FUNDED.

B1.05.100 (CONT'D)

**AGGREGATE GROUP 4**

**GEOGRAPHIC REGION OF CAMPANIA**

**CONTINUED**

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
	<p>----- DEPARTMENT OF DEFENSE ----- PINETAMARE (PWS), VARIOUS U.S. LEASED COMPLEXES IT, DOD, CAMPANIA REGION DELIVERY DODAAC: N62588 BILLING DODAAC : N68566 ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439 (COMM FAX): (081) 568-5317</p>		
560-46	<p>FUEL OIL, BURNER #2 (FS2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 3,000 LITER TANK. EST MIN MONTH DELIVERY OF 2,100 LITERS. WEEKLY DELIVERY REQUIRED FOR FALL AND WINTER (OCT THRU MAY). TANK IS LOCATED AT NAVEX P. MARE, BLDG. 627C, OFF BASE. NOTE: THIS FUEL IS DESC FUNDED.</p>	70,000 LT	.200490
	<p>*****</p> <p>POZZUOLI, VARIOUS U.S. LEASED DOD BLDGS (PWS) IT, DOD CAMPANIA REGION DELIVERY DODAAC: N62588 BILLING DODAAC : N628566 ORDERING OFFICE: (COMM TEL) (081) 568-5430/5439 (COMM FAX): (081) 568-5317</p>		
561-46	<p>FUEL OIL, BURNER #2 (FS2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 20 TANKS WITH 60,000 LITERS TOTAL CAPACITY. EST AVG MONTH DELIVERY OF 18,000 LITERS NOTE: THIS FUEL IS DESC FUNDED.</p>	500,000 LT	.200490
	<p>*****</p> <p>----- NORTH ATLANTIC TREATY ORG. ----- BAGNOLI, NAPLES AT NATO HQ AFSOUTH IT, NATO, FOR FUELS OFFICER CAMPANIA REGION DELIVERY FEDAAC: N64771 BILLING FEDAAC : N64771-3 ORDERING OFFICE: (COMM TEL): (081) 568-5430/543 (COMM FAX): (081) 568-5317</p>		
565-46	<p>FUEL OIL, BURNER #2 (FS2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 30 TANKS, WITH 243,000 LITERS TOTAL CAPACITY. EST MIN MONTH DELIVERY OF 146,000 LITERS.</p>	5,300,000 LT	.200490

B1.05.100 (CONT'D)

**AGGREGATE GROUP 4**

**GEOGRAPHIC REGION OF CAMPANIA**

**CONTINUED**

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
-----			
	UNITED STATES NAVY		
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	NAPLES (NAVAL EXCHANGE)		
	IT, NAVY, FOR OFF-BASE LEASED BUILDINGS		
	CAMPANIA REGION		
	DELIVERY DODAAC: N65957		
	BILLING DODAAC : N65957		
	ORDERING OFFICE: (COMM TEL): (081) 724-4925		
578-46	FUEL OIL, BURNER #2 (FS2)	1,000,000 LT	.200490
	TANK TRUCK (TT), W/PUMP AND METER		
	INTO 150 TANKS RANGING IN SIZE FROM 600 TO 3500 LT.		
	EST MONTH DELIVERY OF 40,000 LITERS.		
	NOTE: REQUIRES 2 DELIVERIES PER WEEK DURING FALL/WINTER		
	SEASON (SEP. THRU MAR.), MINIMUM OF 5,000 TO 7,500		
	LITERS PER TRUCK LOAD. DRIVER MUST REPORT TO		
	ORDERING OFFICE (081) 724-4925 FOR ESCORT TO		
	VARIOUS OFF-BASE DELIVERY SITES.		
	TANK LOCATIONS: POZZUOLI, MONTERUSCELLO,		
	LICOLA,LAGO PATRIA, CASTELVOLTURNO, ARCO FELICE,		
	VARCATURO, CASTERA		



B1.05.100 (CONT'D)

**AGGREGATE GROUP 5**  
**GEOGRAPHIC REGION OF TOSCANA - LIGURIA**

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
	UNITED STATES ARMY		
	CAMP DARBY IT, ARMY, LIVORNO AREA (LEGHORN) FOR DIRECTORATE OF PUBLIC WORKS TOSCANA REGION DELIVERY DODAAC: WK9GG8 BILLING DODAAC : WK9GG8 ORDERING OFFICE : (COMM TEL): 050-541122 ALT ORDERING OFFICE: -540493 (COMM FAX): 050-542303		
005-46	FUEL OIL, BURNER #2 (FS2)	8,517,150 LT	.200760
	TANK TRUCK (TT), W/PUMP AND METER INTO 105 TANKS FROM 795 TO 15,000 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 6,000 LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 236,588 LITERS. NOTE: DRIVER MUST REPORT TO BLDG. #5155 FOR REQUIRED BASE ESCORT. NOTE: THIS IS DESC-FUNDED.		
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	CAMP DARBY IT, ARMY, (FOR OFF-BASE LEASED BLDGS WITHIN LIVORNO AREA) TOSCANA REGION DELIVERY DODAAC: WK9E2Z BILLING DODAAC : WK9GHM (VI ORDERING OFFICE : (COMM TEL): 050-5411227 ALT ORDERING OFFICE: -540493 (COMM FAX): 050-542303		
015-46	FUEL OIL, BURNER #2 (FS2)	600,000 LT	.200760
	TANK TRUCK (TT), W/PUMP AND METER INTO 18 TANKS WITH 35,000 LITER TOTAL CAPACITY. EST AVG MONTHLY DELIVERY OF 8,990 LITERS EST MIN INDIVIDUAL DELIVERY OF 2,000 LTS. NOTE: DRIVER MUST REPORT TO MAIN GATE FOR ESCORT TO OFF-BASE LOCATIONS. NOTE: THIS ITEM IS DESC-FUNDED.		
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	NORTH ATLANTIC TREATY ORG.		
	LA SPEZIA, NATO SITE IT, NATO, NATO SACLANT UNDERSEA RESEARCH CENTER LIGURIA REGION DELIVERY FEDAAC: A00002 BILLING FEDAAC : A00002 ORDERING OFFICE: (COMM TEL) 0187-527425 COMM FAX: 0187-527424		
605-46	FUEL OIL, BURNER #2 (FS2)	210,000 LT	
	TANK TRUCK (TT), W/PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. DELIVER TWO TIMES EACH MONTH DURING OCT. THRU MAR. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS.		

B1.05.100 (CONT'D)

AGGREGATE GROUP 7

GEOGRAPHIC REGION OF FRIULI - VENEZIA GIULIA

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
----- UNITED STATES AIR FORCE -----			
AVIANO IT, USAF, AVIANO AIR BASE AND NORTHERN SECTION OF VENICE, FOR U.S. AIR FORCE OFF-BASE LEASED BUILDINGS (AV) FRIULI-VENEZIA GIULIA REGION DELIVERY DODAAC: FP5682 BILLING DODAAC : FP5682 ORDERING DODAAC: FP5682 ORDERING OFFICE : (COMM TEL): 0434-667043 ALT ORDERING OFFICE: -667519 (COMM FAX): 0434-668146			
800-46	FUEL OIL, BURNER #2 (FS2) **PORTS ACTIVE** AVIANO MWR HOME HEATING FUEL SALE  TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE HOSES (AS REQUESTED BY ORDERING OFFICER). INTO 850 TANKS OF VARIOUS SIZE (500 TO 5,000 LT CAPACITY) WITH TOTAL CAPACITY OVER 2,337,500 LITERS. ESTIMATED MONTHLY DELIVERY IS 450,000 LITERS. NOTE: THE HOUSING SITES UNDER ITEM 800-46 ARE LOCATED IN THE REGIONS OF FRIULI-VENEZIA GIULIA AND VENETO. NOTE: THIS IS DESC FUNDED.	6,500,000 LT	.212350
800-461	FUEL OIL, BURNER #2 (FS2) **PORTS ACTIVE** AVIANO GOVERNMENT RENTED HOUSING PROGRAM  TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE HOSES (AS REQUESTED BY ORDERING OFFICER). INTO 150 TANKS OF VARIOUS SIZE 500 TO 5,000 LT CAPACITY) WITH TOTAL CAPACITY OVER 412,500 LITERS. ESTIMATED MONTHLY DELIVERY IS 96,000 LITERS. NOTE: THE HOUSING SITES UNDER ITEM 800-461 ARE LOCATED IN THE REGIONS OF FRIULI-VENEZIA GIULIA AND VENETO. NOTE: THIS IS DESC FUNDED.	1,525,000 LT	.212350

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B1.05.100 (CONT'D)

**AGGREGATE GROUP 7**

**GEOGRAPHIC REGION OF FRIULI - VENEZIA GIULIA**

**CONTINUED**

ITEM NUMBER		3 YEAR EST. QTY. (LITERS)	UNIT PRICE (EURO)
-----			
UNITED STATES AIR FORCE			
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PORDENONE			
IT, USAF, AVIANO AIR BASE, FOR FUELS OFFICER (AV)			
FRIULI-VENEZIA GIULIA REGION			
DELIVERY DODAAC: FP5682			
BILLING DODAAC : FP5682			
ORDERING OFFICE : (COMM TEL): 0434-667043			
ALT ORDERING OFFICE: -667519			
ORDERING DODAAC : FP5682			
(COMM FAX): 0434-668146			
802-46	FUEL OIL, BURNER #2 (FS2) ***PORTS ACTIVE***	7,650,000 LT	.212350
TANK TRUCK (TT), W/PUMP, METER, 100 FT OF HOSE WITH 2" PISTOL GRIP TYPE OUTLET SERVING HANDLE. DELIVER TO 5 (FIVE) SUB-AREAS ON OR NEAR AVIANO AIR BASE. THE SUB-AREAS ARE DESCRIBED BELOW. DELIVERY TICKETS ARE REQUIRED FOR EACH TANK. BMFO WILL ESCORT DRIVER. DELIVERY HOURS 0730 TO 1730, DURING MONDAY THRU FRIDAY. MULTIPLE DROP DELIVERY. AREA 1 AND 2: DELIVER TO 52 BLDGS. (WITH 52 TANKS), RANGING IN SIZE FROM 3,785 TO 15,000 LITERS. AREA C: DELIVER TO 4 BLDGS. (WITH 4 TANKS), RANGING IN SIZE FROM 3,785 TO 12,000 LITERS, AREA 600: DELIVER TO 2 BLDGS., (WITH 1/1,500 LITER TANK AND 1/3,785 LITER TANK). AREA F: DELIVER TO 55 BLDGS., (WITH 55 TANKS), RANGING IN SIZE FROM 2,300 TO 32,174 LITERS. OFF-BASE: DELIVER TO 13 BLDGS., (WITH 13 TANKS), RANGING IN SIZE FROM 1,000 TO 2,800 LITERS. NOTE: THIS IS DESC FUNDED.			

**SPECIAL NOTES**

**1. IMPORTANT – FOR OFFERORS AND THE U.S. MILITARY!!!! – REPORT OF CONSUMPTION**

(a) In order to obtain clearance for tax exemption, the Contractor must submit to the Property Tax Administrator at the Naval Support Activity in Naples, (Code 40P) within 30 days after the end of each month, all proof of delivery tickets, plus an itemized list of consumption broken down by product and by commands located in Italy (photocopies are acceptable), for preparation of the quarterly consumption report by the U.S. Government. The procedure of granting tax exemption to the Contractor varies and depends on the Contractor's tax-free storage capacity.

(b) From the Italian Ministry of Finance, the U.S. Government in Naples shall obtain quarterly plafonds (ceilings), which shall be replenished quarterly for all products listed in the contract. The plafonds shall be based on the report of actual consumption, which is submitted by the U.S. Government to the Italian Ministry of Finance via the Italian Ministry of Defense.

**2. To the attention of all Non DFAS-CO PAYING OFFICERS:** Please note under Clause G150.07, SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S), that a received copy of the Contractor's delivery document and a properly executed invoice is evidence of delivery and **basis for payment**. Paying offices will initiate payment procedures immediately upon receipt of these properly prepared/executed documents.

**3. To the attention of all ORDERING OFFICERS:** One (1) copy of each order placed with a contractor must be forwarded to the U.S. Naval Support Activity, Naples, Italy, ATTN: Code 40P. For all Diesel Fuel (DF2 and DF1) orders and Plafond documentation, the product must be identified as "Gasolio per Autotrazione" or "Automotive Diesel".

4. Designated Receiving Officers are required to properly certify delivery notes (Nota Peso e di Consegna) by legible signature and affixing the official stamp of the receiving activity to the delivery note provided by the Contractor's truck driver at the time of delivery.

5. In deviation to Clause F1.09-1, ANNOTATION OF SHIPPING DOCUMENTS, the Contractor must follow the Italian laws on the matter (Decreto del Ministro delle Finanze 25 March 1996, No. 210 and all subsequent laws pertaining). Calibrated meters shall be in accordance with Italian law and are without temperature-compensating equipment.

6. In deviation to Clause F1.09-2, DETERMINATION OF QUALITY (PC&S), deliveries will usually be made by tank trucks with gauged/calibrated meters. Quantity in liters will be determined according to Italian law by applying the real density. The quantity in liters will be determined by applying the real density taken at loading points, to the quantity in kilos, determined at the loading points. The relevant quantity shall be listed on the "Nota peso e di consegna" at loading point. Other accepted method of quantity determination is by weight, using public, calibrated scales.

7. In deviation to Clause F13.01, DELIVERY CONDITIONS PC&S (ITALY), deliveries will be made within 48 hours after receipt of the delivery order.

8. If the capability exists, payment shall be made by telegraphic remittance to the Contractor's account. For other than DFAS Columbus paid line items, the Contractor will contact the appropriate paying office(s) and provide the necessary remittance information. The DESC Contracting Officer for DFAS Columbus paid line items will provide remittance information to the DFAS paying office separately.

7. The DESC contact for emergencies during non-duty hours is the Operations Center, Contingency Plans and Operations Division (DESC-DL). The telephone number is (703) 767-8420.

8. Other delivery information:

a. Not all of the Contractor's delivery vehicles will be sealed.

b. For Diesel Fuel, deliveries generally will be made by tank truck. Only in a few instances, when vehicles with pumps are available, will the delivery be performed by truck with pump and meter.

c. Atriplex S.R.L. shall only make deliveries in accordance with Italian laws.

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.

(5) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading;

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(**Buyer - Check appropriate box and complete applicable blanks.**)

☒ [ X ] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

☐ [ ] The number of cents, or fraction thereof, determined by the ratio of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

☐ [ ] The number of cents, or fraction thereof, at the rate of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

☐ [ ] (i) The low price published in \_\_\_\_\_  
(name of publication)

☐ [ ] (ii) The average of the prices published in \_\_\_\_\_  
(name of publication)

☒ [ X ] (iii) The established price posted by (**See the Reference Price Tabulation.**)  
(name of company)

and published in (**See the Reference Price Tabulation.**)  
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the Contracting Officer, DESC-PEC, Fort Belvoir, VA, 22060 of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

**B19.02 (CONT'D)**

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

(1) Any applicable reference price is discontinued or its method of derivation is altered substantially;

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; **or**

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

**B19.02 (CONT'D)**

(k) **TABLE.**

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>01 Mar 02*</u> (exclude all taxes)	Maximum price payable under this contract (includes any tax included in the award price)
-46	3	Gasolio	Italy	TT	.27095	See Part B Paragraph (i) of this clause.

1. The publication in which the above referenced prices are posted is the "Prezzi Italia", published in the "Prezzi Italia Rilevazione del 25 Febbraio" and posted under the column "SIF/SIVA".

2. Unit price adjustments for all products shall be made twice a month, to be effective on the 1<sup>st</sup> and 16<sup>th</sup> of each month. Unit prices effective on the 1<sup>st</sup> of each month shall be calculated by using the published effective reference prices for the 16<sup>th</sup> of the previous month. Unit prices effective on the 16<sup>th</sup> of each month shall be calculated by using the published effective reference prices for the 1<sup>st</sup> of that same month. For those instances where the either the 1<sup>st</sup> or the 16<sup>th</sup> of the month is on a weekend or a holiday resulting in no published reference prices, then the 1<sup>st</sup> published effective price thereafter shall apply for calculation for price adjustments.

3. All prices are reflected in Euro per Liter and are exclusive of Value Added Tax (VAT or TVA) and the Manufacturers Impost/Excise Tax (MT).

(DESC 52.216-9FAA)

**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

**E1.06 CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY PC&S AND COUPONS) (DESC OCT 1999)**

(a) The Contractor is responsible for taking the necessary action to insure that all products supplied under this contract meet the requirements of the contract.

(b) The product to be furnished under this contract will conform to the applicable specifications set forth in the SPECIFICATIONS clause. The U.S. Government may request, and the Contractor will provide, samples from any of the Contractor's issuing terminals or authorized service stations. The U.S. Government, at its option, may test the product as represented by the sample to insure that it meets the relevant specifications. All samples will be made available at no cost to the U.S. Government. For routine surveillance, samples will not exceed 60 liters per contract year. In the event of specific quality problems, additional samples may be requested.

(c) The Defense Energy Support Center Livorno will be assigned the quality assurance inspection responsibility for this contract when deemed necessary by the Contracting Officer.

(DESC 52.246-9FB5)

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.



**E5 (CONT'D)**

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

**E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)**

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS  
(DESC MAY 2000)**

This List of Inspectors shall be used to identify, by procurement location, the Government inspector (Quality Representative) assigned inspection responsibility under DESC overseas contracts for petroleum products or additives. The area of inspection responsibility and identifying office number are assigned in (a) below. Paragraph (b) indicates the Quality Assurance Inspection Office address and applicable number as identified in (a) below.

**(a) AREA OF RESPONSIBILITY AND OFFICE NUMBER.**

Afghanistan	606	East Indies	610 <sup>1</sup>	Luxembourg	606	South America	617
Africa	606	Finland	606	Malaya	610 <sup>1</sup>	South Yemen	606
Antilles	617	France	606	Malta	606	Spain	606
Ascension Island	617	Germany	606	Mexico	617	Sri Lanka	610 <sup>1</sup>
Australia	610 <sup>1</sup>	Gibraltar	606	Netherlands	606	Sweden	606
Azores	606	Greece	606	New Zealand	610	Switzerland	606
Bahama Islands	617	Hawaiian Islands	628 <sup>1</sup>	Norway	606	Taiwan	608 <sup>1</sup>
Bahrain	606	Hong Kong	608 <sup>1</sup>	Oman	606	Thailand	608 <sup>1</sup>
Bangladesh	606	Iceland	606	Pacific (Islands of		Turkey	606
Belgium	606	India	606	Central & South)	610 <sup>1</sup>	United Arab	
Bermuda	617	Indonesia	610 <sup>1</sup>	Pakistan	606	Emirates	606
British Isles	606	Ireland	606	Philippines	610 <sup>1</sup>	Virgin Islands	617
Burma	610 <sup>1</sup>	Israel	606	Portugal	606	West Indies	617
Cambodia	610 <sup>1</sup>	Italy	606	Puerto Rico	617	Yemen	606
Canada	612	Japan	621	Ryukus Islands			
Canary Island	606	Jordan	606	Okinawa	608 <sup>1</sup>		
Central America	617	Korea	608 <sup>1</sup>	Sardinia	606		
Chagos Archipelago	606	Kuwait	606	Saudi Arabia	606		
Cyprus	606	Laos	610 <sup>1</sup>	Seychelles Is.	606		
Denmark	606	Lebanon	606	Singapore	610 <sup>1</sup>		

**(b) QUALITY ASSURANCE INSPECTION OFFICE AND NUMBER.**

606. Defense Contract Management Command International  
DCMC Southern Europe - Weisbaden  
ATTN: DCMDI-GGOF  
CMR 410 Box 778  
APO AE 09096  
Phone: 011-49-611-816-2043  
FAX: 011-49-611-816-2094

608. Defense Contract Management Command International  
DCMC Taegu/Fuels Team  
Unit 15672 Box 2149  
APO AP 96218-0672  
Phone: 011-82-53-470-3770  
FAX: 011-82-53-470-3778

610. Defense Contract Management Command International  
DCMC Singapore/Fuels Team  
PSC 470 Box 2700  
FPO AP 96534-2700  
Phone: 011-65-287-7626  
FAX: 011-65-288-6540

E22

(CONT'D)

612. Defense Contract Management Command-International  
DCMC Ottawa/Fuels Monitor  
275 Bank Street, Suite 200  
Ottawa, Ontario, Canada K2P2L6  
Phone: 1-613-992-2687  
FAX: 1-613-996-5340
617. Defense Contract Management Command International  
DCMC Homestead/Fuels Team  
360 Coral Sea Blvd.  
Homestead AFB, FL 33039-1299  
Phone: 1-305-258-7454/55/56  
FAX: 1-305-258-7761
621. Defense Contract Management Command International  
DCMC Pacific, ATTN: Fuels Manager  
PSC 477 Box 39  
FPO AP 96306-2741  
Phone: 011-81-3117-64-3164/3506  
FAX: 011-81-3117-64-3505
628. Defense Contract Management Command International  
DCMC Honolulu/Fuels Team  
Box 64110  
Camp HM Smith, HI 96861-4110  
Phone: 1-808-477-3812  
FAX: 1-808-477-5257

[1] Field Offices under the direct supervision of DCMC Pacific Fuels Manager. Send copy of solicitation and contract to 621, DCMC Pacific Fuels Manager.  
(DESC 52.246-9F40)

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

**E35.02 (CONT'D)**

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES – FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

**F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)**

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

**F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

(a) Calibrated meter if the delivery conveyance is so equipped; otherwise--

(b) Gauging the receiving shore tank; or

(c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded;

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

**F1.09-2 (CONT'D)**

of-- (B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

- (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
- (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

**F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 30 September 2005.

(2) Delivery period begins: 01 October 2002 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**F13.01 DELIVERY CONDITIONS (PC&S) (ITALY) (DESC OCT 1991)**

(a) Delivery of bulk or drummed products that require transportation by the Contractor's vehicle shall be effected within 24 hours from the time a delivery order is placed with the Contractor. Unless directed by the authorized Ordering Officer to do otherwise, the Contractor shall complete the delivery of product no later than 3:30 p.m., local time, or by the time specified in the Supply Schedule, on the date product is due to arrive at the designated receiving activity. No delivery, however, will be required to be effected on Saturdays, Sundays, or on Italian holidays.

(b) In the event the Contractor, in accordance with best commercial practices and local regulations, has presented products for delivery within the time frame specified in (a) above and is prevented from timely offloading of product due solely to undue Government delay, then the Contractor may be paid additional costs for standby time for which it has been billed by its transporter. Payments for such "detention charges" shall only be made when—

(1) The Contractor provides the paying office with evidence of such additional charges by submission of a certified copy of the transporter's paid invoice; and

(2) There is receipt of a certified statement from the receiving activity that the undue delay was caused by the U.S. Government.

(DESC 52.242-9FF5)

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

(a) Ordering and Paying Officers under the contract are as indicated below:

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
535-46 - 555-46 - 557-46 - 558-46 - 560-46 - 561-46	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
541	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO MEWSG LAND DETACHMENT CASERMA SANTA BARBARA VIA ARDEATINA, 16 0042 ANZIO – ROMA COMM TEL: 06-9860-241 COMM FAX: 06-9860-2429
538 – 539 – 565	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO DISBURSING OFFICER AFSOUTH RHQ, BAGNOLI NAPLES, ITALY COMM TEL: 081-721-2558 COMM FAX: 081-721-2838
542 – 578	NAVY EXCHANGE SERVICE OFFICE COMM TEL: 081-724-4925 COMM FAX: 081-724-4335	NEX EUROPEAN DISTRICT OFFICE ACCOUNTING OFFICE FINANCIAL MANAGER: MR. GIALANELLA VIA E. SCARFOGLIO, 21/A – PAL. 62 80125 AGNANO – NAPOLI COMM TEL: 081-724-4747 COMM FAX: 081-724-4748
605	U.S. NAVAL SUPPORT ACTIVITY ATTN: CODE N4P NAPLES, ITALY FPO AE 09622-1005 COMM TEL: 081-5685439 COMM FAX: 081-5685317	NATO SACLANT UDERSEA RESEARCH CENTER VIALE S. BARTOLOMEO, 400 19138 LA SPEZIA COMM TEL: 0187-527312 COMM FAX: 0187-527414

**F30.01 (CONT'D)**

005	CAMP DARBY ATTN: AESE-VST-EU UNIT 31301, BOX 56 LIVORNO, ITALY APO AE 09613 COMM TEL: 050-547288 OR 547200 COMM FAX: 050-547394	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
015	22D AST-LIVORNO DIRECTORATE OF COMMUNITY ACTIVITIES FINANCIAL MANAGEMENT DIV. UNIT 31301, BOX 60 APO AE 09613 DSN 633-7715 COMM TEL: 0039050-547549	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671
800 – 802	31 FW ATTN: LGSF UNIT 6108, BOX 230 AVIANO AB, ITALY APO AE 09604-8230 COMM TEL: 0434-667043 COMM FAX: 0434-668146	DEFENSE FINANCE AND ACCT. SVCR COLUMBUS CENTER ATTN: DFAS-BVDFP/CC P.O. BOX 182317 COLUMBUS, OHIO 43218-6252 FAX (614) 693-0671

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

COMMANDER  
U.S. ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND ARMY DEPOT  
NEW CUMBERLAND, PA 17070-5008

HQ USAFE/LGST  
UNIT 3050, BOX 105  
RAMSTEIN AB GE  
APO AE 09094-0105

ATTN: DESC-PEC  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FORT BELVOIR, VA 22060-6222

ATTN: CODE 20  
NAVY PETROLEUM OFFICE  
8725 JOHN J. KINGMAN ROAD, SUITE 3719  
FORT BELVOIR, VA 22060-6222

(DESC 52.216-9FB1)

**F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)**

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant—

**F51 (CONT'D)**

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.  
(DESC 52.247-9FG5)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.  
(DESC 52.232-9F45)

**THE FOLLOWING CLAUSE APPLIES ONLY FOR DFAS PAID LINE ITEMS. FOR LINE ITEMS NOT PAID BY DFAS, SEE CLAUSE F30.01 FOR THE DESIGNATED PAYING OFFICE.**

**G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: DEFENSE ENERGY SUPPORT CENTER (DESC-PEC)

Mailing Address: 8725 JOHN J. KINGMAN RD, SUITE 4950

FT. BELVOIR, VA 22060-6222

Telephone Number(s): (703) 767-9545 OR (703) 767-9544



**G9.11 (CONT'D)**

Person(s) to Contact: FELECIA MCINTOSH OR SANDRA SHEPHERD

Electronic Address: fmcintosh@desc.dla.mil OR sshepherd@desc.dla.mil  
(FAR 52.232-35)

**G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)**

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.  
(DESC 52.232-9F50)

**G150.03-2 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION – PAYMENT IN FOREIGN CURRENCY (OVERSEAS) (DESC OCT 2001)**

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notifications of orders. The DESC Contracting Officer will then furnish the Contractor with a password for each of those individuals specified on the Contractor provided email distribution list. Supplementing the “user name” (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet Application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for generating and printing receipt documents (DD Form 250) for the Activity and to the payment office, as identified in (d) below.

(b) **PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.**

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor’s nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) **COMMERCIAL RECEIPTS.**

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government’s tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

**G150.03-2 (CONT'D)**

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with “**NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE**” where applicable.

(d) **PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE.** At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination in accordance with terms and conditions of the DETERMINATION OF QUANTITY (PC&S) clause (either loading rack method or non-loading rack method). If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity as indicated on the commercial receipt (system will round up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers the following:

- (i) An email message is sent to the individuals identified on the email distribution list for that item. The email message will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.
- (ii) The Contractor can download the DD Form 250 and fax or mail it to the paying office as their invoice; or
- (iii) The Contractor can create an invoice using information generated from the DD Form 250 and submit their invoice to the paying office via fax.

(4) The Activity, upon receipt of the email notification that a DD Form 250/invoice has been submitted, will either --

- (i) Verify the invoiced amount and return an email message confirming the quantity invoiced. The Contractor will receive an email message via PORTS that the invoiced amount has been confirmed; or
- (ii) Advise the Contractor by email of the incorrect DD Form 250/invoice information (disagreement)(such as shipment date quantity error, incorrect order number). In this case, the Contractor will then submit a revised DD Form 250/invoice to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The Activity will receive a copy of the revised DD Form 250/invoice. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. If the Contractor disagrees with the Activity's notification of incorrect DD Form 250/invoice information, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.) If any errors are discovered on the Contractor's DD Form 250 after submission but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the “**Correct Submitted DD Form 250/Invoice**” key and entering corrections of any prior errors. The DD Form 250/invoice document is automatically labeled with the words “**CORRECTED COPY.**” The Activity will receive a copy of the corrected DD Form 250/invoice via PORTS (email) for verification/confirmation. The Contractor will fax or mail a copy of the corrected DD Form 250/invoice or a Contractor prepared corrected invoice to the paying office.

(5) Electronic submission of invoices is **NOT** authorized.

**G150.03-2 (CONT'D)**

(6) **FACSIMILE INVOICES.** Faxed invoices are authorized. The following provisions apply to invoices submitted via facsimile:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time or Eastern Daylight Savings Time, whichever is applicable, the receipt date of records is the date the item was received. If the fax is received after 5 p.m., the receipt date is the next business day.

(iii) The DFAS-BVDP/CC fax number is **(614) 693-0671**.

(iv) The Contractor shall include its fax number on each document transmitted.

(v) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE – FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is **REQUIRED**.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for DD Form 250/invoice received via fax or mail to the payment office will be Net 30 days from date of receipt of a proper invoice unless a discount is offered and accepted by the payment office. See (d)(3) above.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving Activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FH7)

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)**

(a) For purposes of this clause and the contract, "**shipment number**" for PC&S deliveries is defined as a seven position alpha-numeric number.

(1) All invoices processed electronically using the PAPERLESS ORDERING RECEIPTS TRANSACTION SCREENS (PORTS) for PC&S deliveries will contain a Julian date shipment number. A Julian date is defined as **Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 1159 represents June 8, 2001).** The electronic system will automatically generate the Julian date shipment number based on the **date shipped** inserted by the Contractor.

(i) The **date shipped** for all f.o.b. destination contract line items must be the date fuel was actually **received** by the activity. The date should never be the date the Contractor loaded its delivery conveyance unless the **activity receives the product** on the same day.

(ii) For f.o.b. origin items, the Julian date shipment number will be the date the activity picked up product from the Contractor's f.o.b. origin point/terminal.

(2) All invoices processed manually must contain a Julian date shipment number based on the provisions stated in subparagraphs (i) and (ii) above.

(b) The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS". The remaining four positions shall consist of the Julian date based on the provisions stated in subparagraphs (i) and (ii) above.

(c) The Contractor must identify the shipment number on each invoice submitted for payment. The **SAME** shipment number shall be used for multiple deliveries under the same contract line item on the same calendar day. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

**THIS CLAUSE APPLIES ONLY TO ITEMS NOT PAID BY DFAS COLUMBUS.**

**G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC DEC 2000)**

**NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED**

**AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PREPARATION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms.)

(1) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) The original invoice shall be clearly marked ORIGINAL. Unless otherwise specified in the contract, the invoice shall be submitted to the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract.

(3) **FOR GERMANY ONLY:** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (e)(5) below.

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(ii) DD Form 1155, Order for Supplies or Services; or

(iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall forward a copy of the receipt to the applicable paying office. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to the Ordering Office upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

(e) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(1) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with this requirement will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) If the fax is received before 5 p.m. local time of the country where the paying office is located, the receipt date of records is the date the item was received. If the fax is received after 5 p.m. local time, the receipt date is the next business day.

(3) The Contractor shall include its fax number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE – FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless the payment office specifically requests it.

(5) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(DESC 52.232-9FA5)

**THIS CLAUSE APPLIES ONLY TO ITEMS PAID BY DFAS COLUMBUS.**

**G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC OCT 2001)**

**NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED**

**AS APPLICABLE.** Example:  $7,529.4 = 7,529$  or  $7,529.5 = 7,530$ .

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to—

DEFENSE FINANCE AND ACCOUNTING SERVICES – COLUMBUS CENTER  
DFAS-BVDFP/CC  
PO BOX 182317  
COLUMBUS OH 43218-6252

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management System (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

(e) **SUBMISSION OF INVOICES.**

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except FO6, which will be invoiced in kilograms.) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked ORIGINAL and one copy clearly marked INVOICE COPY. A carbon copy may be submitted as an original provided it is clearly marked ORIGINAL as stated above.

(3) **FOR GERMANY ONLY.** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (5) below.

(4) **COURIER DELIVERY OF INVOICES.**

(i) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER  
DFAS-BVDFP/CC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS OH 43213-1152

(ii) Invoices submitted by courier to the above address will be handled in a timely manner.

(5) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

**G150.07-2 (CONT'D)**

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.

(iii) The DFAS-BVDP/CC FAX number is **(614) 693-0671**.

(iv) The Contractor shall include its fax number on each document transmitted.

(v) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE – FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(vi) **FOR GERMANY ONLY**. The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(f) **INVOICING DETENTION COSTS**. Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FB1)

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items paid by DFAS Columbus for DoD Activities.

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-BVDP/CC cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-BVDP/CC FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FIL, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

**G150.11 (CONT'D)**

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

**(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
ATTN SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

**II.01-7 DEFINITIONS (OVERSEAS PC&S) (DESC JAN 1996)**

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **RP** = Number of Receiving Points.

(c) **MIN DEL** = Minimum Delivery at each receiving point, in liters except Fuel Oil No. 6 which is in kilograms.

(d) **TANK CAP. GAL.** = Indicates the capacity of each tank at receiving point.

For example:

(1) If 1 receiving point and a 500 liter tank capacity are indicated, this denotes one 500 liter tank at the receiving point.

(2) If 2 receiving points and 500 EA tank capacity are indicated, this denotes two 500 liter tanks at the receiving point.

(3) 2/500 indicates 2 tanks, 500 liter capacity each tank.

(e) **-1-** = Indicates receiving tank located above ground.

(f) **-2-** = Indicates receiving tank located under ground.

(g) **-3-** = Indicates receiving tank located in basement or inside building.

(h) **TW** = Tank Wagon. Delivery capacity less than 5,200 gallons/19,682 liters.

(1) **ITALY.** 100 feet of hose required unless otherwise specified in the Schedule.

(2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.

(i) **TT** = Tank Truck. Minimum delivery capacity of 5,200 gallons/19,682 liters.

(1) **ITALY.** 15 feet of hose required unless otherwise specified in the Schedule.

(2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.

(j) **U.S. Gal.** = United States liquid gallon or 3.785 liters.

(DESC 52.202-9F20)

**11.03-9.100 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)**

**Use of electronic invoicing via PORTS is mandatory under the resultant contract.** Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (OVERSEAS PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION – PAYMENT IN FOREIGN CURRENCY (OVERSEAS) clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall--

(1) Fax its invoice to DFAS-BVDFP/CC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-FVSFC/CO) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDFP/CC specifically requests it.

(DESC 52.212-9F52)

**11.03-10 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (OVERSEAS PORTS INTERNET APPLICATION) (DESC DEC 2001)**

(a) **INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number, and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;



**11.03-10 (CONT'D)**

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(l) **TAXES.** See Addendum 2.

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

**11.03-10 (CONT'D)**

- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F53)

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).**

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

☐ 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

**11.04 (CONT'D)**

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

**11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)**

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (MAR 1998); (☐ Alternate I (SEP 1999)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).

☐ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE—COMMERCIAL ITEMS (DESC FEB 1996)**

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving—
  - (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

(DESC 52.249-9F20)

**I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**I12.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

**I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)**

- (a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.
- (b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

**Country concerned**, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

**Tax and taxes**, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

**All applicable taxes and duties**, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax**, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax**, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**Excepted tax**, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

- (c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

**128.21 (CONT'D)**

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

**133 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**THE FOLLOWING CLAUSE APPLIES ONLY TO UNRESTRICTED ITEMS AND, IF APPLICABLE, ANY TOTAL SMALL BUSINESS SET-ASIDE ITEMS.**

#### **184 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the end of the ordering period.

(FAR 52.216-21)

#### **186.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)**

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor—

(1) Any order for a single item for a single delivery point in excess of 15% of the estimated 3 year requirement;

(2) Any order for a combination of items for a single delivery point in excess of 15% of the estimated 3 year requirement; or

(3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FK5)

#### **1179 ALLOCATION (DESC JUL 1995)**

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED—

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

**1179 (CONT'D)**

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite—

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.—

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

**1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

**1209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)